

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

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**TRUSTEES OF THE MILWAUKEE CARPENTERS  
DISTRICT COUNCIL HEALTH FUND, et al.,  
Plaintiffs,**

**v.**

**Case No. 11-CV-00702**

**ALLEN CONSTRUCTION SERVICES, INC.,  
Defendant.**

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**DECISION AND ORDER**

The Milwaukee Carpenters District Council Vacation Fund, the Trustees of the Milwaukee Carpenters District Council Health Fund, and the Trustees of the Milwaukee Carpenters Joint Apprenticeship Committee Fund (the “trust funds”) filed this lawsuit against defendant Allen Construction Services, Inc. on July 22, 2011. The summons and complaint were served on defendant on July 28, 2011. The defendant has failed to appear, answer or otherwise plead within the time allowed by the Federal Rules of Civil Procedure, and plaintiffs have moved for default judgment.

At all times relevant to this action, defendant has been bound by the provisions of a collective bargaining agreement (“CBA”) and trust agreements that created the trust funds. As a result, defendant is required to submit monthly reports to the trust funds listing the number of hours worked by the defendant’s employees and to make contributions based on those hours. Plaintiffs audited the books and records of defendant to verify that all contributions were submitted. The audit revealed that defendant had breached the CBA by underpaying contributions that were owed to the trust funds from October 2009 to

December 2010. The contributions owed to the trust funds as a consequence of this breach are \$23,662.44.

Prior to the filing of the instant litigation, defendant remitted \$8,384.08 towards the delinquent contributions owed for the period of October 2009 through December 2010. The remaining delinquent contributions owed to the trust funds for the audit period are \$15,278.36. In addition, defendant owes interest on the unpaid contributions for the months of October 2009 through December 2010 in the amount of \$2,768.03, pursuant to the trust agreements and the Employee Retirement Income Security Act, 29 U.S.C. § 1132(g)(2)(B). Defendant also owes liquidated damages on the unpaid contributions for the months of October 2009 through December 2010 in the amount of \$776.18, pursuant to the CBA, the trust agreements and 29 U.S.C. § 1132(g)(2)(C)(ii).

Finally, the Defendant owes the sum of \$2,235.00 for necessary and reasonable attorney fees and costs, which are collectible under the terms of the CBA, the trust agreements and 29 U.S.C. §1132(g)(2)(D).

**THEREFORE, IT IS ORDERED** that plaintiffs' motion for default judgment [Docket # 6] is **GRANTED**. The Clerk of the Court shall enter judgment in favor of the plaintiff in the amount of \$18,822.57.

**IT IS FURTHER ORDERED** that plaintiff's motion for attorney's fees and costs [Docket # 6] is **GRANTED**. Defendant shall pay to plaintiffs \$2,235.00 for attorneys' fees and costs.

Dated at Milwaukee, Wisconsin, this 28th day of November, 2011.

s/\_\_\_\_\_  
LYNN ADELMAN  
District Judge